

General Terms and Conditions of Sale and Delivery

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1 General information

- 1.1 The contract is concluded upon receipt of the Supplier's written confirmation that it accepts the order (order confirmation). Offers that do not include an acceptance period are non-binding.
- 1.2 These terms of delivery are binding if they are declared applicable in the offer or the order confirmation. Any other terms and conditions of the Purchaser shall only be valid if they have been explicitly accepted by the Supplier in writing.
- 1.3 All agreements and legally relevant declarations of the contracting parties must be made in writing in order to be valid. Declarations in text form which are transmitted or recorded by electronic media shall be deemed equivalent to the written form if the parties have specifically agreed to it.
- 1.4 Should any provision of these Terms and Conditions of Sale and Delivery prove to be completely or in part invalid, the contracting parties shall replace this provision with a new agreement that comes as close as possible to its legal and economic purpose. Should any provision of these Terms and Conditions of Sale and Delivery be or become invalid, void or voidable, this shall not affect the validity of the remaining provisions.
- 1.5 In the event of any conflict or difference in interpretation between the different language versions of these General Terms and Conditions of Sales and Delivery, the German version shall prevail.

2 Scope of deliveries and services

The Supplier's deliveries and services are exhaustively listed in the order confirmation, including any enclosures thereto. The Supplier is authorised to make changes that lead to improvements, provided that these do not result in a price increase.

3 Plans and technical documentation

- 3.1 Brochures and catalogues are non-binding unless otherwise agreed. Specifications in technical documents are only binding if they are explicitly warranted.
- 3.2 Each contracting party reserves all the rights upon plans and technical documents which it has handed over to the other party. The receiving party recognises these rights and shall not make the documents available to third parties in whole or in part or use them for purposes other than those for which they were handed over without the prior written authorisation of the other contracting party.

4 Regulations in the country of destination and protective devices

- 4.1 The Purchaser shall draw the Supplier's attention to the regulations and standards regarding the realisation of deliveries and services, operations and prevention of illness and accidents at the latest when placing the order.
- 4.2 In the absence of an agreement pursuant to para. 4.1 the deliveries and services comply with the regulations and standards at the Supplier's place of business. Additional or other protective devices shall be supplied insofar as this has been explicitly agreed.

5 Prices

Unless otherwise agreed, all prices are net prices, ex works of the Supplier (FCA Incoterms 2020), without any deductions. Packaging is included in the price unless specifically stated. All additional charges, e.g. for freight, insurance, export, transit, import and other permits, shall be borne by the Purchaser. The Purchaser shall also bear the costs of all types of taxes, charges, fees, customs duties and the like which are imposed in connection with the contract or reimburse them to the Supplier against appropriate proof if the Supplier has become liable to pay them.

6 Terms of payment

- 6.1 Payments shall be made by the Purchaser in accordance with the agreed terms of payment at the Supplier's place of business without deduction of cash discounts, allowances, taxes, charges, fees, customs duties and the like. Unless otherwise agreed, the price is to be paid 100% in advance.
The duty of payment shall be deemed fulfilled if the agreed amount in the agreed currency has been made freely available to the Supplier at the Supplier's place of business. If payment by bill of exchange or letter of credit has been agreed, the Purchaser shall bear the costs of the bank discount, bill tax and expenses of collection or the costs of opening, notifying and confirming the letter of credit.
- 6.2 The terms of payment shall also be observed if transport, delivery, assembly, commissioning or acceptance of the deliveries or services are delayed or rendered impossible for reasons the Supplier is not responsible for, or if insignificant parts are missing or reworking proves necessary that does not make the use of the deliveries impossible.
- 6.3 If advance payments or down payments or the securities to be provided upon conclusion of the contract are not made in accordance with the contract, the Supplier shall be entitled to adhere to the contract and demand its fulfilment or to withdraw from the contract and in both cases demand compensation.
If the Purchaser is in arrears with a further payment for any reason whatsoever or if the Supplier must seriously fear that it will not receive the Purchaser's payments in full or on time due to a circumstance occurring after conclusion of the contract, the Supplier shall be authorised, without limiting its statutory rights, to suspend further fulfilment of the contract and to withhold deliveries ready for shipment until new terms of payment and delivery have been agreed and the Supplier has received sufficient guarantees. If such an agreement cannot be reached within a reasonable period of time or if the Supplier does not receive sufficient guarantees, he shall be entitled to withdraw from the contract and to claim damages, whereby he may charge payments so far received or other payments in kind against his claim for damages.
- 6.4 If the Purchaser does not meet the agreed terms of payment, he shall pay interest on arrears without any reminder from the agreed due date, which shall be based on the usual interest rates at the customer's place of business.

7 Retention of title

The Supplier shall remain the owner of all the deliveries until he has received payment in full from the Purchaser in accordance with the contract.

The Purchaser is obliged to cooperate in measures necessary to protect the Supplier's property; in particular, upon conclusion of the contract, the Purchaser authorises the Supplier to enter or reserve entry of the retention of title in public registers, books or the like in accordance with the relevant national laws at the Purchaser's expense and to fulfil all formalities in this respect.

The Purchaser shall maintain the delivered items on his own account for the duration of the retention of title and insure them for the benefit of the Supplier against theft, breakage, fire, water and other risks. At the Supplier's request, the Purchaser shall provide a corresponding insurance certificate. He shall also take all measures to ensure that the Supplier's property claim is neither impaired nor cancelled.

8 Delivery date

8.1 The delivery date is binding as soon as the contract has been concluded, all official formalities such as import, export, transit and payment permits have been obtained, the payments to be made at the time of ordering and any guarantees have been provided and the main technical points have been clarified. The delivery date shall be deemed fulfilled if the ready-to-ship note has been sent to the Purchaser by this date.

8.2 Compliance with the delivery date implies the fulfilment of any contractual obligation by the Purchaser.

8.3 The delivery date is adapted accordingly:

- a) if the Supplier does not receive the information from the Purchaser or the Purchaser's auxiliary person respectively which he needs for the fulfilment of the contract in good time, or if the Purchaser subsequently changes it and thus causes a delay in the deliveries or services;
- b) if obstacles arise which the Supplier cannot avoid despite exercising due diligence, irrespective of whether they arise at the Supplier's premises, at the Purchaser's premises or at the premises of a third party. Such obstacles are, for example:
 - Epidemics, mobilisation, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage
 - Significant operational disruptions, accidents, labour disputes
 - Late or defective delivery of the necessary raw materials, semi-finished or finished products, rejection of important workpieces
 - Measures or omissions by authorities, state or supranational bodies and embargoes
 - Unforeseeable transport obstacles, fire, explosion, natural events;
- c) if the customer or third parties are in arrears with the work to be carried out by them or are in default with the fulfilment of their contractual obligations, in particular if the Purchaser does not comply with the terms of payment.

8.4 A delay in delivery does not entitle the Purchaser to withdraw from the contract or to claim compensation for direct or indirect damage caused by delay.

8.5 Any contractual penalty for late delivery requires a special written agreement. It can only be claimed if the delay was verifiably caused by the Supplier and the Purchaser can prove the damage. If the Purchaser is helped out with a replacement delivery, any claim for contractual penalty shall be void.

9 Packaging

The Purchaser must draw the Supplier's attention to the country-specific packaging regulations when requesting a quotation. The resulting extra costs will be charged to the customer's account. The packaging will in no case be taken back by the Supplier.

10 Transfer of benefit and risk

10.1 Unless otherwise agreed, benefit and risk shall pass over to the Purchaser at the latest upon dispatch of the deliveries ex works (FCA Incoterms 2020).

10.2 If dispatch is delayed at the request of the Purchaser or for other reasons the Supplier is not responsible for, the risk shall pass over to the Purchaser at the time originally intended for delivery ex works. From this point onwards, the deliveries shall be stored and insured at the expense and risk of the customer.

11 Shipping, transport and insurance

11.1 Unless otherwise agreed, delivery shall be ex works (FCA Incoterms 2020) of the Supplier.

11.2 Complaints in connection with the shipment or transport must be made by the Purchaser to the last carrier immediately after receipt of the delivery or the freight documents, whichever occurs first.

11.3 Unless otherwise agreed, insurance against transport damage of any kind is the responsibility of the Purchaser.

12 Commissioning and acceptance test

12.1 If the goods have not been explicitly sold "including commissioning", the Supplier shall invoice the Purchaser for the wages customary in the industry for the working hours spent by his personnel as well as their actual travel and accommodation expenses. The customer shall ensure in good time that all preparations (supports, connections, etc.) have been carried out.

12.2 An acceptance test shall only take place if it has been explicitly agreed in writing and shall be charged to the Purchaser's account.

13 Warranty, liability for defects

13.1 Warranty period

The warranty period is 12 months. It begins with the dispatch of the deliveries ex works or with the possibly agreed acceptance of the deliveries and services or, insofar as the Supplier has also taken over the assembly work, upon its completion. If shipment, acceptance or assembly work are delayed for reasons the Supplier is not responsible for, the warranty period shall end no later than 18 months after notification of readiness for shipment.

For replaced or repaired parts, the warranty period begins anew and lasts 6 months from the date of replacement, completion of the repair work or from the acceptance, but no later than 12 months after the notification of readiness for shipment.

The warranty shall expire ahead of schedule if the Purchaser or any third party carry out modifications or repairs or if, in the event of a defect, the Purchaser does not immediately take all appropriate measures to minimise the damage and give the Supplier the opportunity to remedy the defect.

13.2 Liability for defects in material, construction and workmanship

The Supplier undertakes, at the written request of the Purchaser, to repair or replace as quickly as possible, at its discretion, all parts of the Supplier's deliveries which are verifiably defective or unusable due to poor material, faulty design or poor workmanship before the expiry of the warranty period. Replaced parts shall become the property of the Supplier, unless the Supplier expressly waives this right. The Supplier shall bear the rectification costs within the scope of proportionality, insofar as they do not exceed the common transport, personnel, travelling and accommodation costs as well as the common costs for the assembly and disassembly of the defective parts.

13.3 Liability for warranted characteristics

Warranted characteristics are only those that have been explicitly identified as such in the order confirmation or the specifications. The warranty is valid until the expiry of the warranty period at the latest.

13.4 Exclusions from liability for defects

Excluded from the Supplier's warranty and liability are damages that cannot be proven to have arisen due to poor material, faulty design or poor workmanship, e.g. due to natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive operational demands, unsuitable operating resources, chemical or electrolytic influences, construction or assembly work not carried out by the Supplier, or as a result of other reasons the Supplier is not responsible for.

The Supplier shall only be liable for direct consequential damages in the event of unlawful intent or gross negligence. Any liability for further consequential damages is excluded.

13.5 Deliveries and services from subcontractors

For deliveries and services of subcontractors specified by the Purchaser, the Supplier shall only assume the warranty within the scope of the warranty obligations of the corresponding subcontractors.

13.6 Exclusivity of warranty claims

The customer shall have no rights or claims due to defects in material, construction or workmanship or due to the absence of warranted characteristics other than those explicitly mentioned in Clause. 13.1 to 13.5.

If the Purchaser has given notice of a defect and no defect is found for which the Supplier can be held responsible, the Purchaser shall owe the Supplier the remuneration for the work as well as compensation for any further expenses and costs.

13.7 Liability for secondary obligations

The Supplier shall only be liable for claims of the Purchaser for insufficient advice and the like or the breach of any secondary obligations in the event of unlawful intent or gross negligence.

14 Non-fulfilment, poor fulfilment and their consequences

In all cases of poor performance or non-performance not explicitly provided for in these Terms and Conditions, in particular if the Supplier starts the deliveries and services so late without any reason that timely completion can no longer be foreseen, if a performance contrary to the contract and attributable to the Supplier's fault is definitely foreseeable or if deliveries or services have been performed contrary to the contract due to the Supplier's fault, the Purchaser shall be authorised to set the Supplier a reasonable grace period for these deliveries or services under threat of withdrawal in case of omission. If this grace period expires unused due to the Supplier's fault, the Purchaser may withdraw from the contract with regard to the deliveries or services that have been executed contrary to the contract or whose execution contrary to the contract is definitely foreseeable and to demand the share of the payments back that have already been made.

15 Termination of the contract by the Supplier

If unforeseen events significantly change the economic significance or the content of the deliveries or services or have a significant impact on the Supplier's work, as well as in the event that its performance becomes subsequently impossible, the contract shall be adapted accordingly. If it is not economically justifiable, the Supplier shall be entitled to cancel the contract or the affected parts of the contract.

If the Supplier wishes to exercise his right to cancel the contract, he must inform the Purchaser immediately, even if an extension of the delivery period has initially been agreed. In the event of termination of the contract, the Supplier shall be entitled to compensation for the deliveries and services already provided. Indemnity claims by the Purchaser due to the termination of a contract are excluded.

16 Data protection

The Supplier is authorised to process and store personal data of the Purchaser within the scope of this contract. In particular, the Purchaser agrees that the Supplier may also disclose such data to third parties in Switzerland and abroad for the purpose of processing and maintaining the business relationship between the parties.

17 Software

If the Supplier's deliveries and services also include software, the Purchaser shall be granted the non-exclusive right to use the software together with the delivery item unless otherwise agreed. The Purchaser is not authorised to make copies or process this software. In particular, the Purchaser may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of the Supplier. In the event of infringement, the Supplier may revoke the right of use. For third-party software the terms of use of the licensor shall apply, and he may assert claims in addition to the Supplier in the event of infringement.

18 Exclusion of further Supplier's liabilities

All cases of contract violation and their legal consequences as well as all Purchaser's claims, irrespective of the legal grounds they are based on, are conclusively regulated in these terms and conditions. In the event that the Purchaser should have any claims arising from or in connection with the contract or its improper fulfilment, the total amount of such claims shall be limited to the price paid by the Purchaser. On the other hand, all claims for damages, impairment, termination of the contract or withdrawal from the contract are excluded if they are not explicitly mentioned. Under no circumstances shall the Purchaser be entitled to claim compensation for any damage that has not occurred to the delivery item itself, such as loss of production, loss of effectivity, loss of orders, recall costs, loss of profit or any other direct or indirect damage. Liability for the reimbursement of third-party claims against the Purchaser due to infringement of intangible property rights is also excluded.

This exclusion of further Supplier's liabilities shall not apply to unlawful intent or gross negligence by the Supplier, but shall apply to auxiliary persons.

Otherwise, this liability exclusion does not apply if it is opposed to mandatory law.

19 Right of recourse of the Supplier

If other people are injured or third-party property is damaged as a consequence of actions or omissions by the Purchaser or its auxiliary persons and if a claim is made against the Supplier for this reason, the Supplier shall have the right of recourse against the Purchaser.

20 Obligation to prevent re-export to the Russian Federation

20.1 The Purchaser may not sell, export or re-export products or spare parts purchased from the Supplier either directly or indirectly to the Russian Federation or for use in the Russian Federation.

20.2 The Purchaser shall make any effort in all conscience to ensure that the purpose of paragraph 20.1 is not infringed by third parties in the subsequent trade chain, this includes possible resellers.

20.3 If the Supplier finds out about any non-compliance before delivery of the products or spare parts, the corresponding sales contract shall become void. Expenses already incurred by the Supplier shall be charged to the Purchaser or deducted from any down payments or advance payments already made or from any credit note.

If the Supplier finds out about any non-compliance after delivery of the products or spare parts and the delivered material is still within the sphere of influence of the Purchaser, this material must be returned to the Supplier immediately and at the Purchaser's expense. Consequently, the expenses incurred by the Supplier shall be deducted from any credit note.

21 Jurisdiction and applicable law

21.1 The place of jurisdiction for both contracting parties is CH-8630 Rüti ZH (Switzerland). However, the Supplier shall be entitled to sue the Purchaser at his registered office.

21.2 The legal relationship shall be governed by Swiss law excluding the United Nations Convention on Contracts for the International Sale of Goods as of April 11th 1980 (Vienna Sales Convention) and all private international law.